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8 *Attorney for Defendants*
9 *Sentinel Maintenance of Las Vegas, LLC*
& SMI, LLC

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 THE BOARD OF TRUSTEES OF THE
13 CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST,
14 CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST

15 Plaintiffs,

16 vs.

17 SENTINEL MAINTENANCE OF LAS
18 VEGAS, LLC, a Nevada limited liability
company, SMI, LLC, a Nevada limited liability
19 company, SENTINEL 2, LLC f/k/a SMI, LLC,
a Nevada limited liability company,
20 SENTINEL 1, LLC f/k/a Sentinel Maintenance
of Las Vegas, LLC, a Nevada limited liability
21 company

22 Defendants.

Case No. 2:23-cv-01633-JAD-NJK

**STIPULATION AND ORDER TO
EXTEND TIME FOR DEFENDANTS TO
RE-FILE MOTION FOR DEFAULT
JUDGMENT**

(FIRST REQUEST) - ECF Nos. 43, 47

23 Defendants Sentinel Maintenance of Las Vegas, LLC and SMI, LLC, (“Defendants”) by and
24 through its counsel, the law firm of Jackson Lewis P.C., and Plaintiffs The Board of Trustees of the
25 Construction Industry and Laborers Joint Pension Trust and the Construction Industry and Laborers
26 Joint Pension Trust (“Plaintiffs”), by and through their counsel, the law firm Brownstein Hyatt
Farber Schreck, LLP, stipulate and agree as follows:

27 1. Plaintiffs will not oppose Defendants withdrawing the currently-filed Motion for
28

1 Default Judgment [ECF No. 43].

2 2. Plaintiffs further agree to not oppose Defendants filing a renewed Motion for
3 Default Judgment to address the factors set forth in Plaintiffs' Response to Motion for Default
4 Judgment [ECF No. 44.]

5 3. Plaintiffs further agree that Defendants will have until **December 23, 2024** to file
6 their renewed Motion.

7 4. Nothing in this Stipulation and Order shall operate to waive, relinquish, or impair
8 any claim, defense, objection, or right of any party in this case.

9 5. Further, nothing in this Stipulation and Order shall be construed as an admission of
10 or consent to the merit or validity of any claim, defense, objection, or right by any party in this
11 case.

12 6. This is the Parties' first request for relief related to Defendants' Motion for Default
13 Judgment [ECF No. 43].

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7. This request is made in good faith and not for the purpose of delay.

DATED this 3rd day of December, 2024.

BROWNSTEIN HYATT FARBER SCHRECK, JACKSON LEWIS P.C.
LLP

/s/Christopher Humes

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Attorneys for Defendants

ORDER

Based on the parties' stipulation [ECF No. 47] and good cause appearing, IT IS ORDERED that Sentinel Maintenance of Las Vegas, LLC and SMI, LLC's Motion for Default Judgment [ECF No. 43] is **DEEMED WITHDRAWN**, and Sentinel Maintenance of Las Vegas, LLC and SMI, LLC have until December 23, 2024, to file a renewed motion.



U.S. District Judge Jennifer A. Dorsey
Dated: December 6, 2024